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6	Attorneys for Charging Party/Union, TEAMSTERS LOCAL UNION NO. 890,								
7 8	UNITED STATES OF AMERICA								
	NATIONAL LABOR RELATIONS BOARD								
9	REGION 32								
10		S LOCAL UNI	ON NO. 890,	No. 32-CA-078166					
11	INTERNATI TEAMSTER		HERHOOD OF						
12	ILAMSILK			EXCEPTIONS AND BRIEF IN SUPPORT OF EXCEPTIONS TO THE					
13	h.c.	Cha	rging Party/Union,	DECISION OF THE ADMINISTRATIVE LAW JUDGE					
14	and	and							
15	BUD ANTLE	BUD ANTLE, INC. ,							
16		Respondent/Employer.							
17	Charg	ing Party hereb	y takes the following E	exceptions to the Decision of the					
18	Administrativ	e Law Judge (A	ALJ):						
19	E .: 1	D .	T d C'1 CALL						
20	Exception 1	Passim		to recognize that the Respondent was engaged Arizona and that any notice should be posted					
21			The record establishes	s that the Employer does business in Yuma, ment that any notice be posted in Yuma. This					
22				ne ALJ and it should be corrected.					
23	Exception 2	10:41 - 14:4	To the failure of the A	ALJ to require that notice be mailed to					
24	_		employees who were employed from the onset of the unfair labor practice until the notice is actually mailed.						
25				the notice to the employees who have been					
26			comply with the Act u	me of the first failure of the employer to until compliance is achieved. Those who have					
27				of the Decision and the remedy unless it is season industry this will be a large number of					
28	<u> </u>		r						

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1 2	Exception 3	10:41 - 14:4	To the failure of ALJ to require that the Decision as affirmed or modified by the Board be mailed along with the notice.	
3			The notice itself is not clear. The Decision of the Board should be	
4			included to explain to employees what the notice is about and the nature of the violation. The Decision should be translated into Spanish at the Employer's expense.	
5			Any mailing should be done a union carrier. UPS would be acceptable. Fedex which is non-union should not be used.	
6	Exception 4	13:3-4; 30-	To the failure of ALJ to require that the notice be posted for a	
7	Exception	42	longer period of time.	
8			The Board should modify its traditional remedial posting provisions. To post a notice for merely 60 days, long after the	
9   10			commission of the unfair labor practices, is meaningless. In order to discourage respondents from delaying posting and compliance, the posting should be required for the same length of time between	
11			the time the complaint issues and the time the posting actually begins. This will discourage respondents from delay. Furthermore, it will appropriate adaptive to employees. A respondent gains a	
12			it will ensure adequate notice to employees. A respondent gains a substantial advantage by delaying the posting until a time when many of the employees are long gone. Although the mailing of the	
13			notice in any case partially remedies that, it does not fully remedy the violation.	
14			The notice posting for 60 days is particularly inadequate in a	
15			seasonal industry where employees may not work during the narrow 60 day window when the employer posts the notice.	
16	Exception 5	13:6; 30 – 42		
17	One of the practices of this Employer is to re		One of the practices of this Employer is to read the seniority list at each season opening. This is done at a meeting of the employees	
18 19			just prior to the season beginning in order to determine who will be coming back for that season at each seasonal location. This is an	
20			appropriate time to have the notice read and distributed. It is a point where all returning employees show up and an appropriate	
21			time to read the notice.	
	Exception 6	12:51 – 13:8	To the failure of ALJ to require the tolling of time limits.	
22			Where an employer refuses to provide information necessary to pursue grievances, any time limits for the filing and pursuit of those	
23   24			grievances should be tolled. Without such a remedy employers gain the advantage of refusing to provide information and grievances are therefore lost or time barred.	
25			Furthermore the time period to file unfair labor practices as	
26			revealed by the information should be similarly tolled. If the information when ultimately provided shows that the Respondent	
27			engaged in unfair labor practices the time limit contained in section 10(b) should be tolled appropriately.	
1	L	l		

1 2	Exception 7	13:6 – 7	The required notice refers to the right of employees to refrain from engaging in Section 7 activities. That is wholly irrelevant to this case which involves wholly interference with employees who choose to engage in Section 7 activities. There is no need to have			
3 4			that language in the notice where employee rights to engage in protected activity are involved.			
5	Exception 8	13:9-29	To the failure of ALJ to require that information be provided which is not only in Respondent's possession, but over which it has			
6				reasonably obtain.		
7			Respondent to	remedy is narrow in that it would allow the avoid providing the information if it turns the		
8			providing "the	ver to someone else. The order should be extended to requested information in its possession, control or		
9			which it can o	btain."		
10	For the above reasons, these exceptions should be granted and the decision of the ALJ					
11	modified as appropriate.					
12						
13	Dated: February 8, 2013			WEINBERG, ROGER & ROSENFELD A Professional Corporation		
14				/S/ DAVID A. ROSENFELD		
15			By:	DAVID A. ROSENFELD		
16				Attorneys for Charging Party, TEAMSTERS LOCAL UNION NO. 890,		
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